



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE	:	
	:	
Complainant	:	
	:	CASE NO. M-0654:2
v.	:	
	:	DECISION NO. 93-28
TOWN OF CONWAY, NEW HAMPSHIRE	:	
	:	
Respondent	:	
	:	

APPEARANCES

Representing Teamsters Local 633 of New Hampshire:

Thomas D. Noonan, Business Agent

Representing Town of Conway:

Robert R. Tawney, Chief Negotiator

Also appearing:

Dale Frizzell, Teamsters Local 633
Raymond E. Leavitt, Jr., Town of Conway
James B. Somerville, Town of Conway

BACKGROUND

Teamsters Local 633 of New Hampshire (Union) filed unfair labor practice (ULP) charges against the Town of Conway (Town) on November 9, 1992 alleging violations of RSA 273-A:5 I (c) and (e) relative to an alleged refusal to bargain the impact of the elimination of a bargaining unit position. The Town filed its answer on November 24, 1992 after which this matter was heard by the PELRB on January 26, 1993.

FINDINGS OF FACT

1. The Town of Conway is a "public employer" of "public employees" as defined by RSA 273-A:1

X and IX, respectively.

2. Teamsters Local 633 of New Hampshire is the duly certified bargaining agent of certain administrative employees of the Town of Conway.
3. The parties have been attempting to negotiate a collective bargaining agreement (CBA) since the union was certified on March 26, 1992. No agreement has yet been reached.
4. On October 1, 1992, the Town changed the job content and working conditions, including pay and benefits, of the Administrative Assistant, a bargaining unit position, without negotiations with the union. Those changes involved zoning duties being shifted to the Building Inspector and Fire Inspector and a flexible work schedule for the administration of welfare duties, from a high of thirty hours per week in the winter to a low of five or ten hours a week in the summer. Other changes have caused the impacted employee to pay thirty percent of her health insurance costs since the changes in working conditions were implemented.
5. On December 16, 1992, the Town advised the Union that a majority of the selectmen had rejected the interim contract settlement and that layoffs would be posted.
6. On December 18, 1992 the Town, by way of a notice from the Town Manager, identified five layoffs (one of whom was the administrative assistant, referred to therein as "welfare agent") to become effective January 1, 1993 unless there was a resolution of the health insurance cost issue by December 31, 1992.
7. Within two weeks of the December 18, 1992 notice, members of the bargaining unit met and approved a new health insurance plan which involved the New Hampshire Municipal Insurance Trust Comp 300 with a 30% co-payment. This action was taken by the membership without consultation with a representative of Teamsters Local #633 in Manchester. Steve Burns sent a fax copy of the Town's December 18, 1992 notice to Teamster organizer Thomas Noonan several days after that notice was issued; however, Noonan was out of state and was unaware of the message until after the membership took their action.
8. On January 18, 1993, the Town Manager sent a letter (Town Exhibit No. 1) to local members of the bargaining unit in Conway confirming the parties' "temporary agreement," inclusive of the changes in health insurance

detailed in Finding No. 7 and promising no layoffs of bargaining unit members while the temporary agreement remained in place.

9. The Town Manager testified that the changes in the Administrative Assistant's job functions were prompted by reorganization plans, dating to July 28, 1992, and not by the health insurance issue. (Union Exhibit No. 1)

DECISION AND ORDER

The parties followed an accepted course of negotiations in this case, exchanging proposals as they proceeded. The give-and-take of that process involved the Town's rejection of an interim contract settlement on December 16, 1992. Thereafter, the selectmen, (per the testimony of the chairman of the selectmen) took the position that if a contract proposal resulted in a 50% reduction in the Town's expenditures for health insurance costs, it would comply with an earlier voter mandate to accomplish such savings. The parties were then able to reach an agreement on a health insurance plan. For whatever reasons or circumstances, the local union members reached an agreement with the Town without the participation of their chief union organizer/negotiator, Mr. Noonan. Notwithstanding this, the Town took the local membership's approval at face value and relied upon it as reflected in its letter of January 18, 1993, which cancelled the layoffs. (Town Exhibit No. 1). Finally, the Town is protected in its right to determine its organizational structure and the number of its employees by RSA 273-A:1 XI. Thus, these circumstances are insufficient to warrant the overturning of the parties' "temporary agreement" or to justify a finding that a ULP has been committed.

The unfair labor practice is DISMISSED.

So ordered.

Signed this 19th day of March, 1993.


EDWARD J. HASELTINE
Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding.
Members Richard W. Roulx and Arthur Blanchette present and voting.